

Yealink AMS Program for Distributor

(Applicable for Video Conferencing)

1. Product Scope and Warranty Period

For Distributor that purchase Yealink Products directly from Yealink, Yealink provides Product Warranty starting from the date of shipment with extra months extended to cover transportation and inventory period after shipment from Yealink as specified in below chart. Yealink' obligation under the Limited Warranty ceases upon the expiration of the Warranty Period.

Product Category	Product Series	Warranty Period
Video Conferencing	VC Room System, Video Phones;	24 months (with extra 3 months to cover transportation and inventory)
	Yealink Meeting Server (license);	12 months
	Demo Kit;	12 months* (without extra months)

Note: Since Demo Version of Specific Product Models is not for sales purpose, 12 months Warranty applies for the first purchase only.

2. Warranty Service

Hardware. Yealink warrants to its Distributor and Customer that hardware will be free of defects in materials and workmanship and will conform to Yealink's published specifications during the warranty period as specified hereinabove. Yealink may, at its option, replace your product, offer to provide a functionally equivalent product, or repair the product with new, refurbished or used parts as long as such parts are in compliance with the product's technical specifications. WHEN A PRODUCT OR PART IS REPLACED, THE REPLACEMENT ITEM BECOMES YOUR PROPERTY AND THE RETURNED PRODUCT OR PART BECOMES THE PROPERTY OF YEALINK.

Software. Yealink warrants to its Distributor and Customer that software product whether pre-loaded on hardware or provided as a standalone product excluding third party application of Microsoft and Zoom as well as Windows operation system etc. will perform substantially in accordance with Yealink's published specifications during the warranty period as specified hereinabove. Yealink will provide updates, patches,

bug-fixes, or software replacement, as necessary, to correct errors or malfunctions in the software products during the warranty period.

Extended-Warranty Service. Extended-Warranty Service may be purchased by Distributor for up to four years (see Clause 5 *Extended-Warranty Purchasing*). To obtain pricing of applicable Yealink Product under Extended Warranty Service, please refer to Yealink Extended Warranty Service Price List or consult Yealink's Sales Representative.

3. Warranty Exclusion

This Limited Warranty only applies to defects in materials and workmanship under normal use during warranty period or Defective on Arrival ("DOA"), however, does not apply to following cases:

- 1) Products purchased from an unauthorized distributor and/or reseller;
- 2) Products with the original Serial Number or MAC Number removed, defaced or altered;
- 3) Failure to follow Yealink's installation, operation, or maintenance instructions;
- 4) Cosmetics damage due to normal wear and tear, including but not limited to scratches, color or surface differences or any damage which does not have any effect on the intended use of a product;
- 5) Operation in combination with non-Yealink furnished hardware, software, or facilities with Yealink Products (except to the extent that certified by Yealink for use as provided in the Documentation) or any damage to the Yealink Products as a result of such use;
- 6) Unauthorized product testing, modification or alteration by someone other than Yealink or Yealink Channel Partner;
- 7) Abuse, misuse, negligent acts, or omissions of the Customer and persons under Customer's control;
- 8) Damage caused by improper storage, transport or any other human factor such as collision, fire or water contact;
- 9) Damage resulting from lightning, overvoltage or incorrect mains voltage, power surge or outage, force majeure, war or other hazards;
- 10) Consumable components and wear parts are exempt from applicable Product Scope unless they are deemed to be DOA, including but not limited to below items:
 - a. Connector Cables, Power Adapters, Customer-replaceable Standard Batteries or removable batteries, Power Supply units (PSU);

- b. Ear tips, Ear tip Kits, Ear Cushions, Ear Loops and Ear Budeze;
- c. Headbands, Neck straps, Velcro, Belt Clip;
- d. Protective cases and pouches;
- e. Decorative Finishes;
- f. Enclosures and enclosure parts of plastic parts;
- g. Shelters and covers;
- h. Wall Mount Bracket, Table Support, TV Mount Kit;
- i. Handset and Spiral Cord;

4. Terms and Conditions

- 1) Adhere to this Yealink RMA policy and comply with contractual agreement, Yealink Distributor is obligated to serve as after-sales network of Yealink Product within its sales region authorized by Yealink and be responsible for RMA claims that generate from its channel customer. Distributor shall assign at least one professional and experienced technical engineer who is required to achieve Technical Certification granted by Yealink to handle product problem including identifying, diagnosing, and trouble shooting. Yealink encourages Distributor to develop its own after-sales service ability and will provide Distributor with full supports such as technical training, repair instruction and preferable discounts for spare units and parts. Distributor is recommended to provide its channel customer with an after-sales service platform, a toll-free call-service or an email account which is accessible and responsive.
- 2) When it appears that Yealink Product contains a defect in materials or workmanship within Warranty Period or for a Defective on Arrival (DOA) unit, Distributor shall check with Yealink the eligibility of the defective product then determines to repair or replace. If Distributor uses its own inventory to cover warranty claims within the Warranty Period or Extended-Warranty Period, Yealink will supplement equivalent Spare Units to Distributor with next Purchase Order after verification.
- 3) In order to trace defective products, Distributor is required to record all defective Yealink Products with detailed and accurate information and submit the *Yealink Defective Unit List* ("RMA List") **quarterly**. RMA List must be sent to Yealink within the Warranty Period of the Defective Product otherwise such Defective Product may be deemed as Out of Warranty. Required information includes name of customer, sales date, product models, quantities, SN, MAC, description of issue, date of receiving complaint and whether within warranty period or not.
- 4) After receiving the RMA List, Yealink will check whether the defective units listed are eligible or not. For those defective units that are a) caused by any conducts that specified in Clause 3 Warranty Exclusions; b) out-of-

warranty, Yealink will not provide RMA services. Yealink will collect the RMA lists and analyze internally to investigate if it is caused by batch problem.

- 5) Distributors may coordinate with Yealink's sales representative to return those defective Yealink Products. In order to reduce the delivery cost incurred for both Yealink and Distributor, Distributor is suggested to return defective units when quantity reach a certain amount. Defective units returned to Yealink shall be sent under prepaid, insured, and packaged in a safe manner for shipment. Responsibility for loss or damage will not transfer to Yealink until the returned item is received by Yealink. In the event that Distributor is capable of repairing the defective units on hand, Yealink will send necessary accessories and parts for free to Distributor.
- 6) Due to Chinese Customs implements stringent regulations on all returned goods, defective products returned by Distributor or Customers directly will incur high expenses, duties and even risks of being discarded by the Customs. If Distributor or Customer return goods without approval, Yealink reserves the right to reject such returned goods and all expenses, duties and losses shall be assumed by Distributor or Customer.
- 7) **Out-of-Warranty** means Warranty or Extended-Warranty has expired, or the defective Product is resulted from conducts that specified in Clause 3 *Warranty Exclusions*, Products shall be deemed as Out of Warranty. Out-of-Warranty Service is subject to the services and charges provided by Yealink on a case-by-case basis. Distributor and Customer may choose Out of Warranty Service at their own discretion and costs.
- 8) **EOL Product.** In the event of discontinuance of Yealink Product manufacturing, hardware and software technical supports will be subject to the End-of Life Announcement published by Yealink formally. Providing a fix may not be possible in some cases due to the limitation of hardware or software architecture, Yealink in its sole discretion will determine what fixes, if any, will be provided.

5. RMA Delivery Fee

1) Within Warranty:

- Defective rate $\leq 5\%$: Distributor, Reseller and End User shall bear their respective RMA delivery costs except where prohibited by applicable law.
- Defective rate $> 5\%$: If defects are caused by batch quality problem, Yealink will bear all RMA delivery costs.

- ### 2) Out of Warranty:
- Distributor, Reseller and End User shall bear their respective RMA delivery costs. Return shipping costs will be charged back if the products are not covered by the Limited Warranty or requiring no warranty repair.

6. AMS Procedure (see flow chart in Appendix)

- 1) Distributor determines if defective unit received is Defective on Arrival (DOA) or not. If:
 - Yes, Distributor immediately expedites shipment of a brand-new spare unit to Customers within 2 working days after receiving the defective units and records on *RMA List*.

- No, Distributor checks the warranty period. If defective unit is within Warranty/Extended-Warranty Period, Distributor identifies and diagnoses if it is caused by an artificial damage, if:
- Yes. It will be entered into the Out of Warranty Service provided by Distributor at customer's cost.
- No. It will be entered into Yealink RMA procedure as below.

2) RMA Procedure

Distributor submits issue tickets to Yealink Support Team through Ticket System(<https://ticket.yealink.com/>). Distributor and Yealink will work together to diagnose if the defective unit received is caused by **hardware problem** or **software problem**. If:

- a. **Hardware Problem.** Distributor repairs the defective units under Yealink's instruction. If problem cannot be fixed, Distributor may expedite shipment of a product replacement to Reseller or to customer directly and record on *RMA List*.
- b. **Software Problem.** Yealink Support Team will work with Distributor to solve software problem through Ticket System(<https://ticket.yealink.com/>). If problem cannot be fixed, Distributor will be instructed to expedite shipment of a product replacement to customers directly and record on RMA List.

7. Extended-Warranty Purchasing

■ Purchase against Purchase Order of the Devices

Distributors and Customers are encouraged to purchase Extended-Warranty Service against each Purchase Order of Room System devices. AMS price discount will be granted when Extended-Warranty Service is placed with Room System order. Please refer to the *Yealink Extended Warranty Service Price List* and consult with Yealink's regional sales managers if necessary.

■ Purchase when Warranty expired or defectives detected

If customers want to purchase Extended-Warranty Service after AMS Warranty expired or when there are defectives detected, in order to reactivate the AMS account that has already expired after initial warranty, customers shall pay **Re-Activation Fee** and **Extended-Warranty Fee** to cover the gap period and Extended-Warranty period as well. Meanwhile, customers shall purchase Extended-Warranty for all devices in the same order (esp. for End-User's orders). If you purchase when the initial Warranty has expired or defective is detected, no AMS price discount will be granted, and Extended-Warranty is valid from the **Expiry Date** of initial warranty instead of the **Activation Date** of the Extended-Warranty service.

Extended-Warranty Pricing

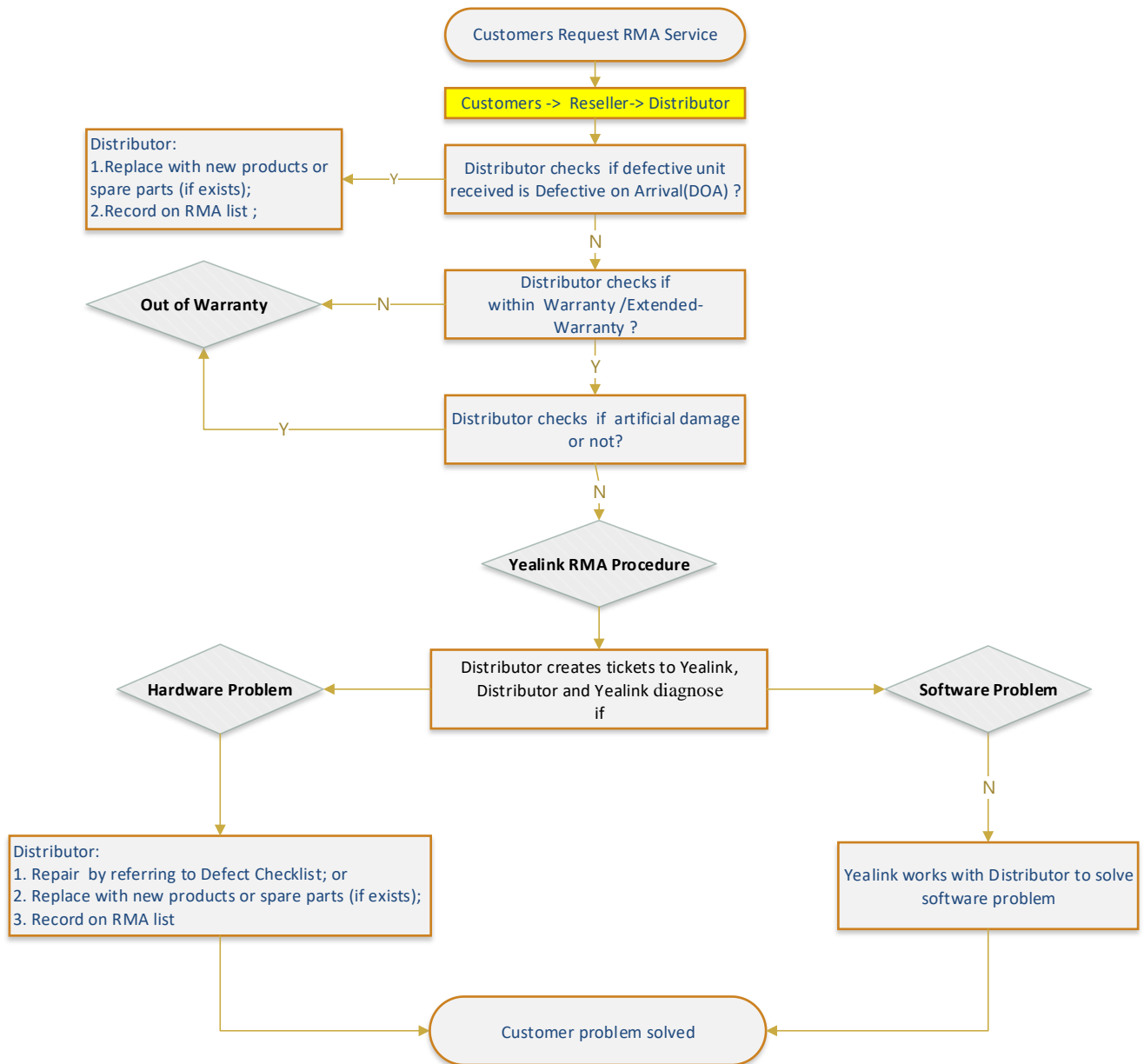
Out of Initial Warranty	Re-Activation Fee	Extended-Warranty Fee
≤ 1 Year	10% of Product Price Ex. VC-XXX distributor price is 2500 USD Re-Activation Fee: 250 USD	One-Year AMS price * extended year(s) (up to 3 years)
> 1Year	20% of Product Price Ex. VC-XXX distributor price is 2500 USD Re-Activation Fee: 500 USD	

For instance: If warranty for the VC-XXX has been discontinued for three months. The customer decided to extend the AMS service for two years. To reactivate the AMS account, Distributor shall pay Re-Activation Fee USD250 plus Extended Warranty Fee USD375*2 for two years, total fee USD1000 will cover previous three-month gap period and Extended-Warranty, so AMS service will be extended to two years from the expiration date of the Initial Warranty.

8. General

- 1) Yealink Room System AMS Program shall take effect from January 1st, 2021. Yealink reserves the right to amend or change at its sole discretion at any time.
- 2) Yealink Room System AMS Program does not apply to batch quality defects caused due to manufacturing error. Appropriate solution to batch quality defects will be provided on a case by case basis.

Appendix-AMS Flow Chart



Yealink Network Technology Co., Ltd.